

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BROOME

MICHAEL ZAWACKI,

*Plaintiff,*

v.

THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY; THE  
CHURCH OF THE BLESSED SACRAMENT; ST. VINCENT ROMAN  
DE PAUL — BLESSED SACRAMENT CHURCH OF VESTAL, N.Y.;  
YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROOME  
COUNTY; and CAMP STELLA MARIS OF LIVONIA, N.Y.,

*Defendants.*

[Please see Attached Rider for Defendants' Addresses]

Index No.

**SUMMONS**

Date Index No. Purchased:  
November 1, 2019

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is one or more Defendant resides in Broome County, New York, which is located in Broome County, New York.

Dated: New York, New York  
November 1, 2019

SIMMONS HANLY CONROY LLC



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**SUPREME COURT OF THE STATE OF NEW YORK  
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OF BROOME COUNTY; and CAMP STELLA MARIS OF  
LIVONIA, N.Y.,

*Defendants.*

Index No.

**RIDER TO SUMMONS**

<b>Defendant/Counsel</b>	<b>Service Address</b>
THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY	240 East Onondaga Street, Syracuse, Onondaga County, New York
THE CHURCH OF THE BLESSED SACRAMENT	13 Cenacle Plaza, Johnson City, Broome County, New York
ST. VINCENT ROMAN DE PAUL — BLESSED SACRAMENT CHURCH OF VESTAL, N.Y.	165 Clifton Boulevard, Vestal, Broome County, New York
YOUNG MEN’S CHRISTIAN ASSOCIATION OF BROOME COUNTY	61 Susquehanna Street, Binghamton, Broome County, New York
CAMP STELLA MARIS OF LIVONIA, N.Y.	50 Chestnut Plaza, Rochester, Monroe County, New York

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OF BROOME COUNTY; and CAMP STELLA MARIS OF  
LIVONIA, N.Y.,

*Defendants.*

Index No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Michael Zawacki, by his attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against The Roman Catholic Diocese of Syracuse, NY; The Church of the Blessed Sacrament; St. Vincent Roman De Paul – Blessed Sacrament Church of Vestal, N.Y.; Young Men’s Christian Association of Broome County; and Camp Stella Maris of Livonia, N.Y., and alleges, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

**JURISDICTION AND VENUE**

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.
3. Venue for this action is proper in the County of Broome pursuant to CPLR 503 in that one or more of the Defendants reside in this County.

## **PARTIES**

4. Plaintiff Michael Zawacki ("Plaintiff") is an individual residing in Webster, Monroe County, New York.

5. Defendant The Roman Catholic Diocese of Syracuse, NY ("Diocese of Syracuse") is a religious corporation organized pursuant to the New York Religious Corporations Law, with its principal office at 240 East Onondaga Street, Syracuse, Onondaga County, New York. The Diocese of Syracuse is a Roman Catholic diocese. At all relevant times, the Diocese of Syracuse created, oversaw, supervised, managed, controlled, directed and operated various institutions of the Diocese of Syracuse, including at all relevant times, The Church of the Blessed Sacrament.

6. Defendant The Church of the Blessed Sacrament ("Blessed Sacrament") was a Roman Catholic parish within and under the authority of The Diocese of Syracuse and apparently was a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 13 Cenacle Plaza, Johnson City, Broome County, New York. At all relevant times, the Diocese of Syracuse created, oversaw, managed, controlled, directed and operated Blessed Sacrament.

7. Defendant St. Vincent Roman De Paul—Blessed Sacrament Church of Vestal, N.Y. ("St. Vincent") is a Roman Catholic parish within and under the authority of The Diocese of Syracuse and a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 165 Clifton Boulevard, Vestal, Broome County, New York. As a result of a corporate merger, Defendant St. Vincent is the legal successor to Defendant Blessed Sacrament.

8. Defendant Young Men's Christian Association of Broome County ("Broome County YMCA") is a New York domestic not-for-profit corporation with its principal office located at 61 Susquehanna Street, Binghamton, Broome County, New York. At all relevant times, Broome County YMCA oversaw, managed, supervised, controlled, and directed Broome County YMCA facilities.

9. Defendant Camp Stella Maris of Livonia, N.Y. ("Stella Maris") is a New York domestic not-for-profit corporation with its principal office located at 50 Chestnut Plaza, Rochester, Monroe County, New York. At all relevant times, Stella Maris oversaw, managed, supervised, controlled, and directed priests who served as supervisors to minors, including Father Casey.

### **FACTS COMMON TO ALL CLAIMS**

10. In or about 1975, Father Daniel W. Casey ("Father Casey") was ordained a Roman Catholic priest. At all times relevant to the allegations set forth herein, Father Casey was assigned by Defendant Diocese of Syracuse to serve as a priest of Blessed Sacrament. Father Casey passed away in approximately 2000.

11. Plaintiff and his family were parishioners of Holy Trinity Parish, a parish of the Diocese of Rochester.

12. Plaintiff first met Father Casey in or around 1976, at Stella Maris, where Father Casey was a counselor. Because Plaintiff was having school issues, it was suggested that Plaintiff spend a weekend with Father Casey at Blessed Sacrament so that Father Casey could serve as a counselor and confidante to Plaintiff.

13. It was under these circumstances that Plaintiff came to trust and be under the supervision of Father Casey, who used his position of trust and authority over Plaintiff to sexually abuse Plaintiff.

14. In or around 1976, while Father Casey was alone with Plaintiff throughout a weekend, Father Casey sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff, when Plaintiff was approximately fourteen years of age, both on the property of the Blessed Sacrament and in one of the facilities of the Broome County YMCA, in violation of the laws of the State of New York.

15. Father Casey used his positions at Blessed Sacrament and Stella Maris, which granted him access to minors, to gain access to the minor Plaintiff and to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff.

**Defendants' Responsibility for the Abuse Committed by Father Casey**

16. At all times material hereto, Father Casey was under the management, supervision, employ, direction and/or control of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris.

17. Through his positions at, within, or for Defendants Diocese of Syracuse and Stella Maris, Father Casey was put in direct contact with Plaintiff.

18. Father Casey used his position at, within, or for, Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris and the implicit representations made by them about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create opportunities to be alone with, and sexually touch, Plaintiff.

19. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris had the duty to reasonably manage, supervise, control and/or direct priests who served at Blessed Sacrament and Stella Maris, and specifically, had a duty not to aid pedophiles such as Father Casey by assigning, maintaining, and/or appointing them to positions with access to minors.

20. Defendant Broome County YMCA operated facilities in Broome County which provided services to minor children. Defendant Broome County YMCA had a duty to reasonably manage, supervise, control, and/or direct its facilities so that minor children could safely use those facilities, and had a duty not to aid pedophiles who used their facilities.

21. Defendants Diocese of Syracuse, Blessed Sacrament, Broome County YMCA, and Stella Maris knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Casey, who sexually abused Plaintiff.

22. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris had a duty to the Plaintiff to properly supervise their agents and/or contractors to ensure that said agents and/or contractors did not use their positions with Defendants Diocese of

Syracuse, Blessed Sacrament, and Stella Maris as a tool for grooming and assaulting vulnerable children. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris knew or should have known that Father Casey used his positions with the Diocese of Syracuse, Blessed Sacrament, and Stella Maris to sexually abuse minor children, including the Plaintiff.

### **Consequences of the Abuse**

23. Plaintiff suffered personal physical and psychological injuries and damages as a result of Father Casey's actions, as well as other damages related thereto, as a result of the childhood sexual abuse Plaintiff sustained.

24. As a direct result of Defendants Diocese of Syracuse's, Blessed Sacrament's, Broome County YMCA's, and Stella Maris' conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of Father Casey's sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm he suffered as a result.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

#### **Negligent Hiring/Retention/Supervision/Direction**

25. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

26. Defendants Diocese of Syracuse and Blessed Sacrament at all relevant times indicated that minors who were present in Blessed Sacrament would be physically safe while in the presence of priests assigned to Blessed Sacrament. Defendants Diocese

of Syracuse and Blessed Sacrament entered into an express and/or implied duty to provide that when Plaintiff was a minor left in the presence of a priest assigned to, hired by, retained by, directed by, and/or under the supervision of Defendants Diocese of Syracuse and Blessed Sacrament, Plaintiff would be kept reasonably safe and that that priest would not sexually abuse Plaintiff.

27. Defendant Stella Maris at all relevant times indicated that minors who attended Stella Maris would be physically safe while in the presence of priests present at Stella Maris. Defendant Stella Maris entered into an express and/or implied duty to provide that when Plaintiff was a minor left in the presence of a priest assigned to, hired by, retained by, directed by, and/or under the supervision of Defendant Stella Maris, Plaintiff would be kept reasonably safe and that that priest would not sexually abuse Plaintiff.

28. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris owed a duty of care to all minors, including Plaintiff, who were likely to come into contact with Father Casey or under the influence or supervision of Father Casey, to ensure that Father Casey did not use his assigned position to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

29. Defendant Broome County YMCA owed a duty of care to all minors, including Plaintiff, who used their facilities to ensure that pedophiles such as Father Casey would not use their facilities to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

30. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris knew or should have known of Father Casey's propensity for the conduct which caused Plaintiff's injuries prior to, or at the time of, the injuries' occurrence.

31. The sexual abuse of children by adults, including priests, is a foreseeable result of negligence.

32. Father Casey sexually assaulted, sexually abused, and/or had sexual



contact with Plaintiff while he was a priest and agent and/or contractor of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris.

33. Father Casey sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff while Plaintiff and Father Casey were using one of the facilities of the Broome County YMCA.

34. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris negligently hired, retained, directed, and/or supervised Father Casey, as they knew or should have known that Father Casey posed a threat of sexual abuse to minors.

35. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris were negligent in failing to properly supervise Father Casey.

36. Defendant Broome County YMCA was negligent in failing to properly supervise its facilities.

37. At all times material hereto, Defendants Diocese of Syracuse's, Blessed Sacrament's, Broome County YMCA's, and Stella Maris' actions were willful, wanton, malicious, negligent, reckless, and/or outrageous in their disregard for the rights and safety of Plaintiff.

38. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

39. Liabilities of Blessed Sacrament were transferred to, or assumed by, St. Vincent. As a result, St. Vincent is liable to the Plaintiff for the damages caused by Blessed Sacrament stated in this cause of action.

40. By reason of the foregoing, Defendants Diocese of Syracuse, St. Vincent, Broome County YMCA, and Stella Maris are liable to the Plaintiff jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**SECOND CAUSE OF ACTION****Negligence/Gross Negligence**

41. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

42. At all times material hereto, with regard to the allegations contained herein, Father Casey was under the supervision, employ, direction and/or control of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris.

43. Defendants Diocese of Syracuse, Blessed Sacrament, Broome County YMCA, and Stella Maris owed Plaintiff, at the relevant times a minor, a duty to protect Plaintiff from Father Casey's sexual deviancy and the consequential damages, both prior to and/or subsequent to Father Casey's misconduct.

44. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris knew, or were negligent in not knowing, that Father Casey posed a threat of sexual abuse to minors.

45. Defendant Broome County YMCA was negligent in operating its facilities, as Father Casey was allowed to sexually assault, sexually abuse, and/or have sexual contact with the minor Plaintiff at a facility of the Broome County YMCA.

46. The acts of Father Casey described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris.

47. Defendants Diocese of Syracuse's, Blessed Sacrament's, Broome County YMCA's, and Stella Maris' willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damages set forth herein at length.

48. Defendants Diocese of Syracuse, Blessed Sacrament, Broome County YMCA, and Stella Maris:

- a. gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others;
- b. failed adequately to supervise the activities of Father Casey;
- c. permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or contractors and/or employees, with instrumentalities under their control; and
- d. allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

49. At all times material hereto, Defendants Diocese of Syracuse's, Blessed Sacrament's, Broome County YMCA's, and Stella Maris' actions were willful, wanton, malicious, negligent, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

50. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

51. Liabilities of Blessed Sacrament were transferred to, or assumed by, St. Vincent. As a result, St. Vincent is liable to the Plaintiff for the damages caused by Blessed Sacrament stated in this cause of action.

52. By reason of the foregoing, Defendants Diocese of Syracuse, St. Vincent, Broome County YMCA, and Stella Maris are liable to the Plaintiff jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

### **THIRD CAUSE OF ACTION**

#### **Breach of Non-Delegable Duty**

53. Plaintiff repeats and re-alleges each and every allegation set forth in

paragraphs 1 through 24 as if fully set forth herein.

54. Plaintiff, when he was a minor, was placed in the care and supervision of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to participate in educational, youth, and recreational activities. There existed a non-delegable duty of trust between Plaintiff and these Defendants.

55. Plaintiff was a vulnerable minor when placed within the care of Father Casey, an agent and/or contractor of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris.

56. At all times material hereto, Father Casey was under the supervision, employ, direction and/or control of the Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris.

57. As a consequence, Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris were in the best position to prevent Father Casey's sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm Plaintiff suffered resulting from Father Casey's sexual abuse of Plaintiff. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has had to endure.

58. By virtue of the fact that Plaintiff was sexually abused as a minor entrusted to the care of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris, Defendants breached their non-delegable duty to Plaintiff.

59. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

60. Liabilities of Blessed Sacrament were transferred to, or assumed by, St. Vincent. As a result, St. Vincent is liable to the Plaintiff for the damages caused by Blessed Sacrament stated in this cause of action.

61. By reason of the foregoing, Defendants Diocese of Syracuse, St. Vincent,

and Stella Maris are liable to the Plaintiff jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

#### **FOURTH CAUSE OF ACTION**

##### **Breach of Fiduciary Duty**

62. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

63. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants Diocese of Syracuse and Blessed Sacrament. This relationship is based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendants Diocese of Syracuse and Blessed Sacrament. This entrustment of the Plaintiff to the care and supervision of Defendants Diocese of Syracuse and Blessed Sacrament, while the Plaintiff was a minor child, required Defendants Diocese of Syracuse and Blessed Sacrament to assume a fiduciary relationship and to act in the best interests of the Plaintiff, as well as to protect Plaintiff due to his infancy and vulnerability.

64. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendant Stella Maris. This relationship is based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendant Stella Maris. This entrustment of the Plaintiff to the care and supervision of Defendant Stella Maris, while the Plaintiff was a minor child, required Defendant Stella Maris to assume a fiduciary relationship and to act in the best interests of the Plaintiff, as well as to protect Plaintiff due to his infancy and vulnerability.

65. Pursuant to their fiduciary relationships, Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris were entrusted with the well-being, care, and safety of Plaintiff.

66. Pursuant to their fiduciary relationships, Defendants Diocese of Syracuse,

Blessed Sacrament, and Stella Maris assumed a duty to act in the best interests of Plaintiff.

67. Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris breached their fiduciary duties to Plaintiff.

68. At all times material hereto, Defendants Diocese of Syracuse's, Blessed Sacrament's, and Stella Maris' actions and/or inactions were willful, wanton, malicious, negligent, reckless, and outrageous in their disregard for the rights and safety of Plaintiff.

69. As a direct result of said conduct, Plaintiff has suffered the injuries and damages described herein.

70. Liabilities of Blessed Sacrament were transferred to, or assumed by, St. Vincent. As a result, St. Vincent is liable to the Plaintiff for the damages caused by Blessed Sacrament stated in this cause of action.

71. By reason of the foregoing, Defendants Diocese of Syracuse, St. Vincent, and Stella Maris are liable to the Plaintiff jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

#### **FIFTH CAUSE OF ACTION**

##### **Negligent Infliction of Emotional Distress**

72. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

73. As described above, the actions of Defendants Diocese of Syracuse, Blessed Sacrament, Broome County YMCA, and Stella Maris, as well as their predecessors and/or successors, agents, contractors, servants, and/or employees, were conducted in a negligent and/or grossly negligent manner.

74. Defendants Diocese of Syracuse's, Blessed Sacrament's, Broome County YMCA's, and Stella Maris' actions endangered Plaintiff's safety and caused Plaintiff to fear for his own safety.

75. As a direct and proximate result of Defendants Diocese of Syracuse's,

Blessed Sacrament's, Broome County YMCA's, and Stella Maris' actions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to, mental and emotional distress.

76. Liabilities of Blessed Sacrament were transferred to, or assumed by, St. Vincent. As a result, St. Vincent is liable to the Plaintiff for the damages caused by Blessed Sacrament stated in this cause of action.

77. By reason of the foregoing, Defendants Diocese of Syracuse, St. Vincent, Broome County YMCA, and Stella Maris are liable to the Plaintiff jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

#### SIXTH CAUSE OF ACTION

##### **Breach of Duty *in Loco Parentis***

78. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

79. While he was a minor, Plaintiff was entrusted by his parents to the control of Defendants Diocese of Syracuse, Blessed Sacrament, and Stella Maris, for the purposes of *inter alia*, providing Plaintiff with appropriate guidance and an opportunity to enjoy educational and youth activities under responsible adult supervision. These Defendants each owe—and owed—a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

80. Defendants breached their duty to act *in loco parentis*.

81. At all times material hereto, Defendants Diocese of Syracuse's, Blessed Sacrament's, and Stella Maris' actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

82. As a direct result of Defendants Diocese of Syracuse's, Blessed

Sacrament's, and Stella Maris' conduct, Plaintiff has suffered the injuries and damages described herein.

83. Liabilities of Blessed Sacrament were transferred to, or assumed by, St. Vincent. As a result, St. Vincent is liable to the Plaintiff for the damages caused by Blessed Sacrament stated in this cause of action.

84. By reason of the foregoing, Defendants Diocese of Syracuse, St. Vincent, and Stella Maris are liable to the Plaintiff jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

WHEREFORE Plaintiff demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

### **JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: November 1, 2019  
New York, New York



Respectfully Submitted,

/s/ Paul J. Hanly, Jr.

Paul J. Hanly, Jr.

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